

AGREEMENT

between

TOWN OF FRAMINGHAM

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL
of the Laborers' International Union of North America
AFL-CIO**

on behalf of

PUBLIC EMPLOYEE LOCAL UNION 1116

Boston, MA

Administrative Unit Employees

Effective: July 1, 2007 - June 30, 2008

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AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2009, by and between the Town of Framingham, Massachusetts, hereinafter referred to as the "*Town*", and the Massachusetts Laborers' District Council of the Laborers' International Union of North America, AFL-CIO in behalf of Public Employee Local Union 1116, hereinafter referred to as the "*Union*".

ARTICLE I **Preamble**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Town and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the Town and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Town and its employees. The term "employee" when used in this Agreement shall mean those employees of the Town within the units hereinafter described.

ARTICLE II **Declaration of Principles**

There shall be no discrimination against any employee by reason of race, national origin, color, ancestry, religion, handicap, age as provided by law, sex, or union affiliation. The Town will employ and use all means of safety for the protection of the employees in compliance with safety regulations which are in accordance with the law.

ARTICLE III

Recognition

In accordance with the certification of the Labor Relations Commission in case MCR 4251 dated September 22, 1993, the Town recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as below:

- All full-time and regular part-time construction Foreman
- Supervisors employed by the Town
- Superintendents of the Town's Highway, Water, Sewer, Automotive, Recreation, Park and Sanitation Departments
- Director of Loring Arena but excluding all managerial, confidential and all other employees.
- Engineers but excluding the GIS Coordinator and all managerial, confidential employees

ARTICLE IV

Membership in the Union

Section 1.

The Town will advise all new permanent employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new permanent employee.

Section 2.

The Town and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

ARTICLE V

Management Rights of the Employer

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority, and prerogatives including but not limited to: the right to manage the affairs of the Town and its Departments, and to maintain and improve the efficiency of

operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the work force; to determine the schedule and hours of duty and the assignment of employees shifts, if such shifts are established, subject to Article XV; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statute or by-law, subject to collective bargaining requirements where applicable; and to issue reasonable rules and regulations governing the conduct of employees and Departments, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE VI

No Strike or Lockout

Section 1.

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by himself or herself or any other employees.

Section 2.

The Town agrees that there shall be no lockout of employees.

ARTICLE VII

Dues and Fees Deductions and/or Payments

Section 1. AGENCY FEES

It shall be a condition of employment during the life of this Agreement as specified herein, that on or after the 30th day following the beginning of permanent employment or the date of this Agreement whichever is later, an agency service fee shall be paid to the Union. The said fee shall be due only as follows:

(a) All permanent employees hired or transferred into the bargaining unit (as defined in Article III) after the signing of this Agreement who elect not to become members of the Union

will be required to pay the Union directly or authorize payroll deduction of one hundred percent (100%) of the monthly union dues.

(b) Any employee who is required to pay or authorize payroll deductions for an agency fee and who fails to do so, will be discharged at the request of the Union. The request shall be in writing, to the appropriate elected department head, and shall state the reasons therefore.

Section 2. UNION DUES OR AGENCY FEE DEDUCTIONS.

The Town agrees to deduct the Union dues or agency fees from the earnings of an employee who has executed the designated authorization form. Such deductions shall be in the amount specified on the authorization form and deducted from the paycheck weekly. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

Section 3. DEDUCTIONS FOR UNION PENSION.

The Town agrees to deduct from the employee's earnings the amount as shown on the designated authorization form for the Union Pension Program.

The withheld deductions will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

Section 4.

The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article VII.

ARTICLE VIII

**Temporary Position, Temporary Appointment,
Probationary Period & Seniority**

Section 1. TEMPORARY EMPLOYEE.

An employee shall be considered temporary if he is hired on a temporary basis and to fill a temporary position, full-time or part-time.

- (A) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.
- (B) Any employee hired on a temporary basis or hired to fill a temporary position with ninety (90) days continuous service who is laid off for less than sixty (60) days and is rehired, shall be considered to have been in the continuous employment of the Town during such period of layoff.

Section 2. PROBATIONARY PERIOD.

Every employee whether hired on a temporary or permanent basis shall be on a probationary period during the first six months of his or her employment.

Section 3. SENIORITY

(A) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during his or her probationary period of six (6) months, but thereafter his seniority will date from the first working date after his or her initial employment.

(B) A seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee which has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing.

Section 4. REDUCTION IN FORCE.

In the event a reduction in force is required, the most junior employee in the division affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The Town shall give not less than two (2) weeks notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5. RECALLS.

Employees shall have the right to return to their former positions in accordance with their seniority within their classifications. In the event a position becomes vacant and there are no

employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall, in the order of their seniority, be given preference to fill said position before any new employees are hired. An employee who is on layoff status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the appropriate elected department head.

Recall rights as set forth herein shall expire after two (2) years from the last date of employment under this Agreement.

ARTICLE IX

Bulleting and Filling Positions

Section 1.

Vacancies in regularly assigned positions or newly created positions other than the lowest classification in that division or department that will be of more than thirty (30) days duration shall be bulleted for five (5) working days on all regular bulletin boards within ten (10) working days after such vacancies occur or such new positions are established. The daily hours and workweek of the vacant position will be included in the posted bulletin.

Section 2.

Unit employees desiring such positions shall, within five (5) working days after the bulletin is posted, apply in writing to the appropriate division head on forms provided by the department.

Section 3.

Within fifteen (15) working days after the expiration of the advertising bulletin, appointments shall be awarded by the appointing authority. The name of the appointee shall be bulleted on all regular bulletin boards. Copies of this bulletin shall be furnished to the Shop Steward.

Section 4.

The Town of Framingham will make its best effort to promote the most qualified person to all its positions. When, in the opinion of the department head, there are qualified candidates

for promotion who are relatively equal in qualifications, the most senior employee will be promoted.

The following factors will be considered in determining the best-qualified candidates for promotion:

1. A yes or no determination on whether the candidate meets the minimum requirements of the position relative to the mutually agreed upon job description at the time of posting.
2. The actual amount of experience in duties performed at industry standards quality in duties listed under "MAJOR DUTIES" in the job description.
3. The ability to demonstrate the performance of functions in the "MAJOR DUTIES" in the job description. The Union may have one observer to ensure the quality of tests.
4. Level of education and specialized education and training directly related to the "MAJOR DUTIES" listed in the job description.
5. The relative differences in the last two Performance Evaluations.
6. Unscheduled emergency work availability.
7. Reported accident history on the job.
8. If a CDL is required for position, the moving violation record on or off the job, pursuant to procedures spelled out in section 383.31 Subpart C and section 383.33.
9. Attendance history.

Section 5.

Every employee shall be considered to serve a probationary period during the first six (6) months after assuming a new position. This probationary period may be extended for a second six (6) month period if the employee has made significant progress during the initial six (6) month period, but is not satisfactorily meeting all of the requirements of the new position.

Any employee changing to a different job classification shall serve a probationary period of six (6) months. This period is to allow the Town time to judge the ability, competency, fitness and other qualification of the employee to meet the requirements of the new position. At any

time during the probationary period the Town has the right to return the employee to his or her previous position at the rate of the employee's previous wage compensation. This provision also applies to the employee who has the option to return to his or her previous position during such six (6) month period

Section 6.

Every employee shall have a thirty (30) day trial period during which an employee can decide whether he or she shall keep the new appointment or revert back to his or her former position. If the employee chooses to revert back to his or her former position, they shall be returned to such position and the new position shall immediately be returned to such and the new position shall be offered to the next qualified applicant in line pursuant to this article.

ARTICLE X
Transfers

Section 1.

No employee shall be required to accept a permanent transfer.

Section 2.

Employees temporarily transferred to a higher rated job for eight (8) hours or more shall receive the lowest rate of the higher rated job or his own rate, whichever is higher, for all hours worked during such transfer.

Section 3.

The Town agrees to provide a training program for the operation of heavy equipment. An employee being trained to operate equipment which carries a higher pay grade will be paid his regular rate of pay while working as a trainee with a qualified operator. This period of time shall not exceed forty-five (45) days, after which he will be paid at the grade level for the job, unless an extension of that time is agreed upon by both parties.

ARTICLE XI
Holidays

Section 1.

Permanent employees shall be granted the following holidays with pay whenever the holiday falls on a regular workday:

<u>New Year's Day:</u>	January 1, 2009	<u>Labor Day:</u>	September 7, 2009
<u>Martin Luther King Day:</u>	January 19, 2009	<u>Columbus Day:</u>	October 12, 2009
<u>President's Day:</u>	February 16, 2009	<u>Veterans Day:</u>	November 11, 2009
<u>Patriot's Day:</u>	April 20, 2009	<u>Thanksgiving Day:</u>	November 26, 2009
<u>Memorial Day:</u>	May 25, 2009	<u>Christmas Day:</u>	December 25, 2009
<u>Independence Day:</u>	July 4, 2009		

Section 2.

If a holiday falls on a Saturday, the employee will get Friday off with pay, and if a holiday falls on a Sunday, the employee will get Monday off with pay.

Section 3.

Each employee shall be entitled to have the working day before Christmas off with pay; and if he or she works on said day, he or she will be paid time and one-half the regular rate of pay in addition to a day's pay.

Section 4.

An employee who works on a holiday will be paid at time and one-half his regular rate in addition to his holiday pay, except that when an employee is assigned to perform emergency work such as snow and ice removal, or repair of water and sewer breaks, time worked between the hours of 11:00 P.M. and 7:00 A.M. on a holiday shall be paid at two times the employee's regular rate of pay in addition to the holiday pay. However, two times the regular rate of pay shall not apply to scheduled shift work or stand-by.

Section 5.

Paid holidays shall be considered as time worked.

Section 6.

In order to be eligible for holiday pay, a permanent employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday following the holiday unless excused by the Department Head.

ARTICLE XII
Clothing Allowance

All bargaining unit members shall purchase work clothing from the central supply source and shall be allowed four hundred sixty dollars (\$460.00) per year. Effective July 1, 2008, the clothing allowance shall be six hundred dollars (\$600.00) per year. Stormy weather clothing or protective clothing which the employee is required to return to the Town shall not be charged against his or her allowance. Employees shall at all times be properly attired.

ARTICLE XIII
Vacations

Vacation leave shall be determined in accordance with the Personnel By-Laws of the Town, except that three (3) weeks vacation with pay shall be granted at the completion of five (5) years of service and four (4) weeks vacation with pay at the completion of ten (10) years of service. Vacation leave of five (5) weeks with pay shall be granted to any employee who has been employed by the Town for twenty (20) years and over.

There will be no single vacation days given to anyone with less than three (3) weeks vacation. Anyone with two (2) weeks will take the weeks in intervals of no less than five (5) consecutive days. People with three (3) weeks or more must take the first two (2) weeks in intervals of no less than five consecutive days, but may take the third and subsequent weeks in single days by request. The single days will be approved by the Director of Public Works or the Director of Parks and Recreation, as appropriate, or their designee. When requests for a full week vacation conflict with requests for less than a full week vacation and the operational needs

of the Department preclude the granting of both those requests in the same week, then requests for a full week will take preference over requests for a lesser period.

Individuals who, because of job-related or other illness or disability, do not take all of their vacation leave may request the right to carry over unused vacation leave from one calendar year to the next. Any such request must be submitted in writing to the appropriate Department Head prior to December 31st of the calendar year in question. In the event that any such request is not approved by the Department Head, the requesting employee will be credited with extra sick leave equal to the number of unused vacation leave days that were not carried over to the next year.

An employee who receives Workers Compensation benefits for six (6) consecutive months will not accumulate vacation benefits after such period until he returns to active employment.

Notwithstanding anything herein to the contrary, an employee shall be entitled to carry over no more than one (1) week of earned vacation into the following year. The notice of the employee's intention to do so must be in writing and must be filed with the department head on or before December 1 of the year in which the vacation was earned. The actual time for taking the deferred vacation week is subject to the approval of the department head.

ARTICLE XIV

Grievance and Arbitration Procedure

Section 1.

Definitions

"Grievance" -- a dispute between the Employees' Collective Bargaining Representative (ECBR) and the Town as to the following: the meaning, interpretation or application of the collective bargaining agreement.

Section 2. RIGHT TO INITIATE AND PROSECUTE GRIEVANCE

(A) Nothing in this Agreement shall be interpreted to require the ECBR to prosecute an employee's grievance if it considers it to be invalid or without merit.

(B) If at any step of the grievance procedure the aggrieved employee decides to accept the decision rendered, he or she may do so. However, the ECBR shall have the right to pursue the matter through the remaining steps.

(C) Employees with less than six (6) months of service may not use the grievance and arbitration procedures.

Section 3. GRIEVANCE PROCEDURE

Step 1:

The grievance shall be submitted in writing by the grieving party within five (5) working days to the Director or Department Head. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance. A copy of the grievance and decision of this Step and all subsequent Steps will be filed with the Director of Human Resources.

Step 2:

If the grievance is not disposed of at Step 1, it shall be submitted by the grieving party within five (5) working days following receipt of response or date on which response was due to the Director of Human Resources. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance.

Step 3:

If the grievance is not disposed of at Step 2, it shall be submitted by the grieving party within five (5) working days following receipt of response or date on which response was due to the Town Manager or designee. The Town manager or designee shall respond to the grieving party in writing within ten (10) working days, stating what action is to be taken in response to the grievance and the reasons therefore.

The Town Manager or designee may decide to hold an informal hearing at which time the grieving party shall be allowed to present evidence in support of his grievance. Such hearing shall be held by the Town Manager or designee within ten (10) days of the presentation of the grievance to it. The Town Manager or designee shall issue a decision stating the action to be

taken by it or its reasons, therefore, within ten (10) working days next following the close of the hearing.

Step 4:

If the grievance is not settled at Step 3 or if the appropriate elected board does not respond within the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association or with the Mass. Board of Conciliation and Arbitration. Any claim for arbitration must be submitted within thirty (30) days after the date of the decision, or the date the decision should have been made, in Step 3.

Section 4. DILIGENT HANDLING OF GRIEVANCE

(A) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified at Steps 1 and 2 shall be considered to have been denied and may be advanced to Step 3.

(B) If both parties agree, grievances may be instituted at a Step other than Step 1. The time limitations provided for in the Steps outlined above shall apply.

(C) Time extensions beyond those stipulated above may be arrived at by mutual Agreement.

ARTICLE XV

Work Week, Work Day and Work Conditions

Section 1.

For all employees, the usual regular workday shall consist of eight (8) hours work to start at 7:00 A.M. and end at 3:00 P.M. A time period of one-half hour taken approximately in the middle of the workday shall be the lunch break. Forty (40) hours shall constitute one (1) week's work. The usual regular workweek shall be Monday through Friday. However, it is understood that some shifts may work at other times.

Section 2.

There will be no changes in wages, hours and working conditions without prior consultation with the Union and providing the proposed changes are not in conflict with any provision of this Agreement.

Section 3.

The Union and its members, unless he or she is physically incapacitated, both collectively and individually, do agree to guarantee that any emergency manpower needs of the Town and/or individual departments shall be met as determined by management, provided all emergencies are handled within the provisions of this Agreement.

ARTICLE XVI
Wages

Employees covered by this Agreement shall be compensated according to the schedule attached to this contract.

ARTICLE XVII
Overtime

Section 1.

All employees covered by this Agreement, with the exception of the various Superintendents, shall receive overtime compensation at the rate of time and one-half the regular rate of pay, for all hours actually worked in excess of the regular workdays and/or workweeks set out in Section 1 of Article XV. This provision shall be effective as of January 1, 1995.

Superintendents and Operations Managers shall receive an annual stipend in lieu of overtime compensation for all hours worked in excess of the regular workdays and workweeks as set out in Article XV. The annual stipend shall be as follows: effective July 1, 2004 - \$3000.00; effective July 1, 2005 - \$4000.00; effective July 1, 2006 - \$5250.00. This stipend shall be paid semi-annually in December and in June to cover the time actually worked in the previous six months.

The Activities Supervisor in the Park Department will receive compensation time at straight time rates (i.e. hour for hour), for all hours actually worked in excess of thirty-seven and one-half hours per week.

The maximum accrual for compensation will be forty (40) hours. Employees must have prior approval from the Department Head before earning compensation time and must have

Department Head approval before using compensation time. The taking of compensation time will be subject to staffing requirements and other administrative controls including the approval of the Director.

All construction foreman/supervisors performing emergency work such as snow and ice removal or repair of water and sewer breaks between 11:00 PM and 7:00 A.M. shall be paid at two (2) times the regular rate of pay. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

Section 2.

Night and Saturday calls in all departments shall be rotated as evenly as is reasonably possible.

Section 3.

Employees will not be required to report in on a call in or call back unless they are guaranteed a minimum of two (2) hours work or two (2) hours pay at time and one-half.

Section 4.

Beeper Pay: PW 14's shall receive \$70.00/week when carrying a beeper.

ARTICLE XVIII
Travel Allowance

Section 1.

Town Vehicles shall be used when available.

Section 2.

If use of a private automobile is authorized by the appropriate elected Department Head, a travel allowance equal to the rate approved from time to time by the Internal Revenue Service shall be paid to the employee for use of the automobile.

ARTICLE XIX
Jury Duty

Any employee called for jury duty will receive the difference between his regular pay and his payment for jury service.

ARTICLE XX
Military Leave

Any employee required to attend annual two (2) week military reserve training shall be paid his regular pay during said period.

ARTICLE XXI
Bereavement Leave

Section 1.

An employee shall receive three (3) consecutive workdays leave without loss of pay for a death in the immediate family. The immediate family of an employee shall consist of his or her spouse and the mother, father, sister, brother, child and grandparents of the employee or his or her spouse. All bereavement leave must be taken within fifteen (15) days of the date of death or within a reasonable extension to be determined by the Department Head.

Section 2.

An employee shall receive one (1) day leave without loss of pay to attend the funeral of relatives living in his or her household.

Section 3.

An employee shall receive one (1) day leave without loss of pay to attend the funeral of either the employee's or the employee's spouse's uncles and aunts.

Section 4.

The leave in Sections 1, 2, and 3 shall not be deducted from the employee's sick leave.

Section 5.

Management may request and the employee shall provide proof of death with regard to any leave taken under the provisions of this Article.

ARTICLE XXII

Paid Sick Leave

Section 1.

Sick leave shall accrue at the rate of 1 1/4 days per month and shall be accumulative without limit except as provided below. A doctor's certificate will be required after three (3) consecutive days.

An employee who receives Workers Compensation benefits for twelve (12) consecutive months will not accumulate sick leave benefits after such period until he or she returns to active employment.

Section 2.

Sick leave may be used for the care of the employee's spouse or children, but after three (3) days a doctor's certificate may be required.

Section 3.

The Union agrees to use its best efforts to assure that sick leave will be used for the purpose for which it is granted. Any employee who fraudulently reports an illness or injury in order to secure the benefit of sick leave with pay shall be subjected to disciplinary measures up to and including discharge.

Section 4.

Except for employees hired after July 1, 1987, the Town will pay an injured employee the difference between workmen's compensation payments and the employee's normal week's pay for up to ninety (90) calendar days. For employees hired after July 1, 1987, the Town shall be required to pay the difference for up to sixty (60) calendar days. The provisions of this Section shall be applicable only after an employee has been out of work because of a workmen's compensation injury for fifteen (15) consecutive workdays.

Section 5.

Accrued personal sick leave may be used to supplement workmen's compensation payments.

Section 6.

The Town may require employees to explain in writing each absence due to illness in a calendar year in excess of seven (7) days in the aggregate that the employee wishes charged to paid sick leave. Available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head. Where the Town has reasonable basis to question the legitimacy of an employee's use of sick leave, it may require such employee to be examined by the Town's physician or other medical practitioner to investigate any absences due to illness which exceeds seven (7) days in the aggregate in any calendar year.

Employees are not permitted to call in sick in advance for multiple sick days. The only exception will be a doctor's certificate of illness attesting to the need of an employee to be on sick leave for more than one day.

Section 7.

An employee who uses no sick days in the prior year will have three (3) personal days added to his or her benefits leave time.

An employee who uses one sick day in the prior year will have one personal day added to his or her benefit leave time.

Section 8.

An employee, who retires, terminates or otherwise leaves the employ of the Town and who has accrued sick days at the time of said severance from employment may donate such accrued sick leave days to the Sick Leave Bank up to a maximum of one (1) sick leave day for each year of the employee's service with the Town.

ARTICLE XXIII
Leave of Absence

Section 1.

Leaves of absence for any purpose are subject to approval by the Personnel Board (See Personnel By-Law).

Requests for leave of absence shall be made in writing to the appropriate elected Department Head.

Such requests for leaves of absence, when recommended by the appropriate elected Department Head, will be referred to the Personnel Board along with that recommendation.

The reply to the employee's request for leave will be made in writing. Such leaves of absence granted will be without pay.

Section 2.

Seniority and other benefits will not accrue during the period of the leave of absence.

Section 3.

The applicant and the Union shall have an opportunity to appear before the appropriate elected Department Head to present the case for application of leave.

Section 4.

An employee who is on leave of absence status and who fails to report for work on the first working day following completion for the leave period shall be considered terminated from employment unless an extension was requested in writing, recommended by the appropriate elected Department Head and approved by the Personnel Board.

The applicant and the Union shall be given an opportunity to present the case for extension to the appropriate elected Department Head.

ARTICLE XXIV
Reclassification and Salary Adjustments

A committee made up of two (2) members from the Administration and two (2) from the Union to make recommendations by June 1996 with regard to job reclassifications and salary adjustments.

ARTICLE XXV
Miscellaneous

Section 1.

Workmen's Compensation coverage, life insurance, medical insurance, pension, and wash-up time shall remain as at present. The Town's contribution to medical insurance shall be as set forth in the coalition agreement between the Town and the Public Employee Bargaining Unit.

Section 2.

In the interest of the safety of employees and the public, and in accordance with the law, where a special license to operate motor equipment is required, an employee without such license will not be required in any case to operate such equipment. The Town and bargaining unit members shall be required to abide by the rules of the Town-wide Safety Committee.

Section 3.

Employees shall receive one (1) break of fifteen (15) minutes duration for each four (4) hour period of work.

Section 4.

The Town agrees to pay for specialty licenses for those positions which require specialty licenses. The Town will pay for job related organization memberships if approved in advance by the Director. The renewal forms for the aforementioned shall be submitted to the Department Head for payment directly to the proper authority.

Section 5.

The Town will contribute five (5) cents for each twenty-four cents per hour the employee contributes to the LIUNA Pension Fund. Effective January 1, 2006 the Town will contribute an additional five (5) cents to the employee's share of the pension fund. Effective January 1, 2005 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2006 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2007 the employees will contribute an additional twelve (12) cents to the pension fund. Effective December 1, 2007, the Town will contribute an additional \$.06 to the pension fund.

ARTICLE XXVI
Union Activities

Section 1.

The Town will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2.

Insofar as the work requirements of the Department permit, Union officers and/or stewards will be excused from duty with pay when required to help in the processing and servicing of employees with grievances. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. One employee may be absent from work to conduct such Union business. With prior approval of the employer, one additional employee may be absent from work if the circumstances of such Union business require additional representation.

ARTICLE XXVII
Personal Days

Effective July 1, 1996, each employee shall be entitled to one (1) personal day each fiscal year.

ARTICLE XXVIII
Waiver

The Union and the Town agree that each had a right to bargain for any provision for which they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXIX
Sick Leave Bank

Section 1.

A sick leave bank shall be established for this Unit. Effective as of July 1, 1994, the bank shall contain sixty-five (65) days.

Section 2.

Each new employee in the bargaining unit shall contribute two (2) of his or her sick days to the bank.

Section 3.

The number of days that can be drawn by an individual will be limited to sixty (60) sick leave bank days.

Section 4.

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union to serve at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amounts of leave to be granted.

The following criteria shall be used by the committee in administering the bank and in determining eligibility for sick leave withdrawals and the amount of said withdrawals:

- (A) Adequate medical evidence of serious illness; and
- (B) Prior utilization of all eligible sick leave.

Section 5.

If, at any time, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

ARTICLE XXX
Sick Leave Buy Back

Upon ordinary retirement or death, a bargaining unit member or his or her heirs shall be entitled to a buy-back of his or her unused accumulated sick leave of over one hundred (100)

days accumulation at the rate of one (1) day for every five (5) days. For example: if the employee had one hundred twenty (120) days of unused accumulated sick leave, he or she would be entitled to a buy back of four (4) days. The maximum number of days which can be bought back is twenty (20) and the maximum value of such buy back is \$5,000. For purposes of buy-back, one (1) day shall consist of one (1) day's pay at the employee's prevailing base rate of pay.

ARTICLE XXXI

Longevity

Longevity pay shall be paid to all permanent employees covered by this Agreement as follows:

10 years	\$250.00 per year
15 years	\$300.00 per year
20 years	\$350.00 per year
25 years	\$400.00 per year
30 years	\$450.00 per year
35 years	\$600.00 per year

ARTICLE XXXII

Education Incentive

Employees may receive up to \$550.00 in education incentive per fiscal year upon successful completion of an approved course which must be part of a degree program and/or related to employment with the Town.

A "Request for Approval" form must be filed with the Human Resources Department prior to starting the course. The form must be approved by the Department Head and Human Resources Department.

Two members from the union and two members from management will form a committee to establish rules and procedures.

ARTICLE XXXIII

Disciplinary Procedures

The Department Heads or appointing authority shall exercise full disciplinary authority consistent with their responsibilities to direct employees to perform the required work duties in order to achieve departmental goals and satisfactory municipal service to the general public.

All warnings, suspensions and discharges must be stated in writing and a copy must be given to the employee and union.

All disciplinary actions, including discharges, shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied. The following actions, though not inclusive, are prohibited and may result in disciplinary action- up to and including termination:

- The use of profanity or objectionable/offensive language in the presence of any member of the public
- Use of profanity or objectionable/offensive language in the presence of any employee, once such conduct has been identified as unacceptable by individuals present, even if it is considered to be "shop talk"
- Theft of Town property, whether personal, public or private
- Physical fighting with anyone, except for self-defense, while working
- Harassment that creates a hostile work environment of any sort
- Failure to wear/use appropriate safety equipment
- Failure to follow the written or oral orders of supervisory personnel
- Possession of alcohol or controlled substances in the workplace

ARTICLE XXXIV

Re-Opener

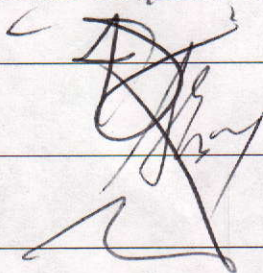
The Union has the right to re-open negotiations specific to wages contained on the pay scale should another non-school bargaining unit receive a greater percentage wage salary pay scale increase. The time period to make such a request is November 1, 2007 to January 30, 2008.


ARTICLE XXXV
Duration

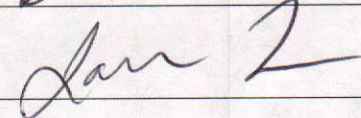
The provisions of this Agreement will be effective July 1, 2007 and will continue and remain in full force and effect through June 30, 2008.

TOWN OF FRAMINGHAM


BOARD OF SELECTMEN







**MASSACHUSETTS
LABORERS'
DISTRICT COUNCIL**



Public Works /Parks & Rec. Supv. (40 hours)
effective July 1, 2007
1%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PW-1 /w \$.60	25619	26575	27568	28600	29666	30774
PW-1	24371	25327	26320	27352	28418	29526
weekly	468.6677	487.0587	506.1503	526.0062	546.4996	567.7998
daily	93.73355	97.41173	101.2301	105.2012	109.2999	113.56
hourly	11.7167	12.1765	12.6538	13.1502	13.6625	14.1950
PW-2 /w \$.60	26926	27934	28978	30059	31182	32347
PW-2	25678	26686	27730	28811	29934	31099
	493.8118	513.2007	533.2692	554.0598	575.6572	598.0617
	98.76236	102.6401	106.6538	110.812	115.1314	119.6123
	12.3453	12.8300	13.3317	13.8515	14.3914	14.9515
PW-3 /w \$.60	28305	29360	30456	31594	32771	33998
PW-3	27057	28112	29208	30346	31523	32750
	520.3362	540.617	561.6836	583.5785	606.2165	629.8102
	104.0672	108.1234	112.3367	116.7157	121.2433	125.962
	13.0084	13.5154	14.0421	14.5895	15.1554	15.7453
PW-4 /w \$.60	29748	30860	32015	33207	34445	35734
PW-4	28500	29612	30767	31959	33197	34486
	548.071	569.4561	591.6695	614.605	638.411	663.1941
	109.6142	113.8912	118.3339	122.921	127.6822	132.6388
	13.7018	14.2364	14.7917	15.3651	15.9603	16.5799

PW-5 /w						
\$.60	31269	32437	33648	34903	36207	37562
PW-5	30021	31189	32400	33655	34959	36314
	577.335	599.7819	623.0783	647.2028	672.2832	698.3405
	115.467	119.9564	124.6157	129.4406	134.4566	139.6681
	14.4334	14.9945	15.5770	16.1801	16.8071	17.4585

PW-6 /w						
\$.60	32865	34091	35364	36685	38058	39481
PW-6	31617	32843	34116	35437	36810	38233
	608.0217	631.5942	656.0798	681.4787	707.8757	735.2493
	121.6043	126.3188	131.216	136.2957	141.5751	147.0499
	15.2005	15.7899	16.4020	17.0370	17.6969	18.3812

PW-7 /w						
\$.60	34546	35837	37175	38563	40000	41492
PW-7	33298	34589	35927	37315	38752	40244
	640.3436	665.1689	690.9077	717.6019	745.2306	773.9211
	128.0687	133.0338	138.1815	143.5204	149.0461	154.7842
	16.0086	16.6292	17.2727	17.9400	18.6308	19.3480

PW-8 /w						
\$.60	36309	37666	39070	40532	42042	43613
PW-8	35061	36418	37822	39284	40794	42365
	674.2582	700.3367	727.3495	755.4665	784.4969	814.7163
	134.8516	140.0673	145.4699	151.0933	156.8994	162.9433
	16.8565	17.5084	18.1837	18.8867	19.6124	20.3679

PW-9 /w						
\$.60	38166	39590	41067	42597	44191	45835
PW-9	36918	38342	39819	41349	42943	44587
	709.9568	737.3517	765.745	795.1788	825.8231	857.4441
	141.9914	147.4703	153.149	159.0358	165.1646	171.4888
	17.7489	18.4338	19.1436	19.8795	20.6456	21.4361

PW-10 /w						
\$.60	40110	41611	43164	44776	46449	48178
PW-10	38862	40363	41916	43528	45201	46930
	747.3543	776.2146	806.0731	837.0783	869.2517	902.508
	149.4709	155.2429	161.2146	167.4157	173.8503	180.5016
	18.6839	19.4054	20.1518	20.9270	21.7313	22.5627

PW-11 /w						
\$.60	42166	43735	45368	47063	48817	50639
PW-11	40918	42487	44120	45815	47569	49391
	786.8753	817.0523	848.4611	881.0592	914.7826	949.8228

157.3751	163.4105	169.6922	176.2118	182.9565	189.9646
19.6719	20.4263	21.2115	22.0265	22.8696	23.7456

PW-12 /w
\$.60

PW-12

44314	45967	47683	49464	51308	53223
43276	44948	46664	48445	50290	52204
849	864.3854	897.3869	931.6413	967.1063	1003.93
170	172.8771	179.4774	186.3283	193.4213	200.7861
21	21.6096	22.4347	23.2910	24.1777	25.0983

PW-13 /w
\$.60

PW-13

46578	48318	50114	51988	53928	55943
45330	47070	48866	50740	52680	54695
871.7363	905.1837	939.7355	975.7739	1013.086	1051.822
174.3473	181.0367	187.9471	195.1548	202.6173	210.3644
21.7934	22.6296	23.4934	24.3943	25.3272	26.2955

PW-14 /w
\$.60

PW14

49142	50976	52882	54852	56898	59019
47894	49728	51634	53604	55650	57771
921.0474	956.3001	992.9542	1030.84	1070.191	1110.987
184.2095	191.26	198.5908	206.168	214.0383	222.1973
23.0262	23.9075	24.8239	25.7710	26.7548	27.7747

PW-15 /w
\$.60

PW-15

51846	53786	55788	57872	60031	62270
50598	52538	54540	56624	58783	61022
973.0343	1010.347	1048.849	1088.922	1130.439	1173.507
194.6069	202.0694	209.7697	217.7844	226.0879	234.7014
24.3259	25.2587	26.2212	27.2230	28.2610	29.3377

PW-16 /w
\$.60

PW-16

54704	56743	58862	61058	63333	65697
53456	55495	57614	59810	62085	64449
1027.994	1067.218	1107.971	1150.189	1193.936	1239.404
205.5989	213.4436	221.5942	230.0378	238.7872	247.8807
25.6999	26.6805	27.6993	28.7547	29.8484	30.9851

PW-17 /w
\$.60

PW-17

57714	59865	62102	64416	66821	69315
56466	58617	60854	63168	65573	68067
1085.885	1127.254	1170.279	1214.769	1261.022	1308.974
217.177	225.4508	234.0558	242.9539	252.2045	261.7949
27.1471	28.1813	29.2570	30.3692	31.5256	32.7244

PW-18 /w						
\$.60	60891	63162	65520	67964	70498	73129
PW-18	59643	61914	64272	66716	69250	71881
	1146.982	1190.645	1236.006	1283.002	1331.74	1382.325
	229.3965	238.1289	247.2012	256.6004	266.348	276.465
	28.6746	29.7661	30.9001	32.0751	33.2935	34.5581

PW-19 /w						
\$.60	64124	66513	68997	71571	74239	77011
PW-19	62876	65265	67749	70323	72991	75763
	1209.163	1255.097	1302.858	1352.361	1403.668	1456.971
	241.8326	251.0195	260.5716	270.4721	280.7336	291.3943
	30.2291	31.3774	32.5715	33.8090	35.0917	36.4243

PW-20 /w						
\$.60	67521	70041	72656	75361	78179	81092
PW-20	66273	68793	71408	74113	76931	79844
	1274.486	1322.948	1373.236	1425.244	1479.44	1535.461
	254.8972	264.5896	274.6472	285.0488	295.8879	307.0923
	31.8622	33.0737	34.3309	35.6311	36.9860	38.3865

PW-21 /w						
\$.60	71104	73758	76506	79364	82320	85395
PW-21	69856	72510	75258	78116	81072	84147
	1343.377	1394.43	1447.266	1502.226	1559.076	1618.22
	268.6755	278.886	289.4533	300.4453	311.8153	323.644
	33.5844	34.8607	36.1817	37.5557	38.9769	40.4555

PW-22 /w						
\$.60	74875	77665	80567	83571	86685	89920
PW-22	73627	76417	79319	82323	85437	88672
	1415.9	1469.565	1525.374	1583.137	1643.024	1705.226
	283.18	293.9129	305.0748	316.6275	328.6048	341.0452
	35.3975	36.7391	38.1344	39.5784	41.0756	42.6306

PW-23 /w						
\$.60	78847	81785	84836	87999	91284	94689
PW-23	77599	80537	83588	86751	90036	93441
	1492.288	1548.798	1607.453	1668.296	1731.459	1796.946
	298.4575	309.7596	321.4906	333.6591	346.2919	359.3893
	37.3072	38.7200	40.1863	41.7074	43.2865	44.9237

PW-24 /w						
\$.60	83030	86126	89336	92668	96127	99712

PW-24	81782	84878	88088	91420	94879	98464
	1572.731	1632.279	1693.992	1758.084	1824.596	1893.53
	314.5463	326.4557	338.7984	351.6167	364.9192	378.706
	39.3183	40.8070	42.3498	43.9521	45.6149	47.3382
PW-25 /w \$.60	87428	90691	94072	97584	101221	105000
PW-25	86180	89443	92824	96336	99973	103752
	1657.316	1720.049	1785.075	1852.607	1922.56	1995.231
	331.4633	344.0098	357.015	370.5214	384.512	399.0463
	41.4329	43.0012	44.6269	46.3152	48.0640	49.8808
PW-26 /w \$.60	87516	90787	94180	97702	101354	105136
PW-26	86268	89539	92932	96454	100106	103888
	1658.994	1721.897	1787.156	1854.879	1925.109	1997.843
	331.7988	344.3793	357.4313	370.9759	385.0217	399.5687
	41.4749	43.0474	44.6789	46.3720	48.1277	49.9461
PW-27 /w \$.60	91107	94518	98051	101709	105509	109450
PW-27	89859	93270	96803	100461	104261	108202
	1728.055	1793.655	1861.59	1931.947	2005.021	2080.815
	345.611	358.7309	372.318	386.3893	401.0043	416.1629
	43.2014	44.8414	46.5398	48.2987	50.1255	52.0204
PW-28 /w \$.60	94666	98199	101866	105668	109623	113720
PW-28	93418	96951	100618	104420	108375	112472
	1796.5	1864.436	1934.962	2008.079	2084.127	2162.915
	359.3001	372.8872	386.9924	401.6159	416.8255	432.5829
	44.9125	46.6109	48.3741	50.2020	52.1032	54.0729

These figures represent the employee's earnings, reduced by \$.60/hour for the LIUNA Pension Fund contribution.

LICENSE AND CERTIFICATION SCHEDULE

The maximum amount of reimbursement shall be \$2500.00 a year and all licenses and certifications shall be pro-rated quarterly.

In the event that either the Town or the Union feels the need to review the attached schedule, both parties agree to meet and discuss the issues.



**Town of Framingham
Local Union No. 1116
License and Certificate Compensation Request**

Name: _____

Department: _____

Title: _____

For Submittal On: (Circle One)

July 1 (Q1) October 1 (Q2) January 1 (Q3)

March 1 (Q4)

Employees: Place a check mark (✓) in the box next to all licenses/certificates that you currently hold. Total the compensation amount on the last page, sign and date the request.

Return this form to your Divisions' Program Administrator, accompanied by copies of all licenses or certificates for which you are requesting compensation, at least 2 weeks prior to the beginning of each new fiscal quarter.

	License or Certification	Applicability	Total	Supervisor's Approval
<input type="checkbox"/>	Hoisting License Class 1A *	Public Works	\$500.00	
<input type="checkbox"/>	Hoisting License Class 1B *	ALL	\$500.00	

<input type="checkbox"/>	Hoisting License Class 2A *	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 2B *	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 3A	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 4A	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 4E	ALL	\$50.00	
<input type="checkbox"/>	Hoisting License Class 4F	ALL	\$50.00	
<input type="checkbox"/>	Hoisting License Class 4G	ALL	\$50.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Commercial Driver's License – Class A *	ALL	\$500.00	
<input type="checkbox"/>	Commercial Driver's License – Class B *	ALL	\$300.00	
<input type="checkbox"/>	Commercial Driver's License – Hazmat Endorsement	ALL	\$50.00	
<input type="checkbox"/>	Commercial Driver's License – Tanker Endorsement	ALL	\$50.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Massachusetts Pesticide Applicator License	H & P	\$600.00	
<input type="checkbox"/>	Certified Arborist MMA	H & P	\$1,200.00	
<input type="checkbox"/>	UMASS Green School Landscape Management Certificate	H & P	\$600.00	
<input type="checkbox"/>	UMASS Green School Turf Management Certificate	H & P	\$600.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Drinking Water System Distribution Grade 1D *	W & S	\$700.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 2D *	W & S	\$800.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 3D *	W & S	\$900.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 4D *	W & S	\$1,200.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 1T *	W & S	\$700.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 2T *	W & S	\$800.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 3T *	W & S	\$900.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 4T *	W & S	\$1,200.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Backflow and Cross Connection Tester DEP	W & S	\$600.00	
<input type="checkbox"/>	Backflow and Cross Connection Surveyor DEP	W & S	\$700.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade I *	W, S & H	\$500.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade II *	W, S & H	\$600.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade III *	W, S & H	\$700.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade IV *	W, S & H	\$800.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Baystate Roads Scholar	Public Works	\$800.00	
<input type="checkbox"/>	ACI Concrete	ALL	\$700.00	
<input type="checkbox"/>	Drain Layers License	W, S, H & E	\$500.00	
<input type="checkbox"/>	Operation & Maintenance of Waste Water Systems Certificate	W, S, H & E	\$500.00	
<input type="checkbox"/>				
<input type="checkbox"/>	Work Zone Traffic Control IMSA	W, S, H & E	\$700.00	
<input type="checkbox"/>	Signs and Markings IMSA Level I *	H & E	\$500.00	

<input type="checkbox"/>	Signs and Markings IMSA Level II *	H & E	\$700.00	
<input type="checkbox"/>	Signs and Markings IMSA Level III *	H & E	\$1,000.00	
<input type="checkbox"/>	Public Contracting Overview	Ops Mgr	\$600.00	
<input type="checkbox"/>	Supplies and Services Contracting	Ops Mgr	\$600.00	
<input type="checkbox"/>	Design and Construction	Ops Mgr	\$600.00	
<input type="checkbox"/>	Certified Public Purchasing Official	Ops Mgr	\$1,200.00	
<input type="checkbox"/>	Introduction to ArcGIS 1	ALL	\$500.00	
<input type="checkbox"/>	Massachusetts Inspection Sticker Certified	F	\$500.00	
<input type="checkbox"/>	Construction Supervisor's License	ALL	\$1,000.00	
<input type="checkbox"/>	Licensed Master Electrician	ALL	\$1,200.00	
<input type="checkbox"/>	Journeyman Electrician	ALL	\$1,000.00	
<input type="checkbox"/>	HVAC/R License	P	\$1000.00	
<input type="checkbox"/>	Certified Transfer Station Manager	S	\$700.00	
<input type="checkbox"/>	Certified Collection Systems Manager	S	\$700.00	
<input type="checkbox"/>	Certified Recycling Systems Manager	S	\$700.00	
<input type="checkbox"/>	DOT Hazmat Certification	S & P	\$500.00	
<input type="checkbox"/>	Confined Space Certificate	Public Works	\$600.00	
<input type="checkbox"/>	Trench Safety	Public Works	\$600.00	
<input type="checkbox"/>	40 Hour Hazwoper Certificate	ALL	\$700.00	
<input type="checkbox"/>	Snow & Ice Control Certificate	Public Works	\$500.00	
<input type="checkbox"/>	10 Hour OSHA Card	ALL	\$500.00	
<input type="checkbox"/>	Safe Bucket Truck Operation	H & P	\$500.00	
<input type="checkbox"/>	Public Works Preparing For & Responding To Terrorism Incident Training Certificate	ALL	\$600.00	
<input type="checkbox"/>	ICS 100 *	Public Works	\$500.00	
<input type="checkbox"/>	ICS 200 *	Public Works	\$600.00	
<input type="checkbox"/>	NIMS 700 *	Public Works	\$700.00	
<input type="checkbox"/>	CPR/Defibrillator Certification	ALL	\$100.00	
<input type="checkbox"/>	Scott-Pack Training	ALL	\$100.00	
<input type="checkbox"/>	E.H.A.P.	ALL	\$300.00	
<input type="checkbox"/>	Travel and Tourism Certificate	P	\$800.00	
<input type="checkbox"/>	Mass Park and Recreation Association – Master Professional	P	\$1200.00	
<input type="checkbox"/>	National Aerobics Instructor Certification	P	\$800.00	

<input type="checkbox"/>	National Playground Safety Inspector Certification	P	\$500.00	
<input type="checkbox"/>	Beach Safety Certificate	P	\$500.00	
<input type="checkbox"/>	Lifeguard Training Certificate	P	\$500.00	

Total Compensation Amount Requested: _____

Employee Signature: _____ **Date:** _____

Department Director's Signature: _____ **Date:** _____

Director of Admin. & Finance's Signature: _____ **Date:** _____